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JM-5630

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

IN RE:

SHAPES L.L.C.

) Case No. 08-14632 (GMB)
)
) CHAPTER 11
)
) Hearing Date:
)
) CERTIFICATION IN SUPPORT OF
)
) MOTION OF JAGUAR CREDIT
)
) CORPORATION FOR RELIEF FROM THE
)
) AUTOMATIC STAY

BARBARA CODD certifies as follows:

1. I am employed by Ford Motor Credit Company and am familiar with the facts of this case. Ford Motor Credit acts as servicer for Jaguar Credit ("Jaguar").
2. On 5-18-05, the debtor executed a Motor Vehicle Lease Agreement for the lease of a 2005 Jaguar XJ8 more particularly described in the following paragraph. The lease was assigned to Jaguar Credit Corporation and the debtor became indebted to Jaguar Credit Corporation in accordance with the terms of same. Jaguar Credit Corporation is the owner of the vehicle. True copies of the lease and title are annexed hereto as exhibits A and B.

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3. The following information sets forth the make, model and serial number of the vehicle, the original terms of the lease, the average retail and trade-in value of the vehicle, and the current status of the debtor's lease:

A. Make, model and serial number of motor vehicle:

2005 Jaguar XJ8

Serial number: SAJWA79C35SG44976

B. Original contract terms:

(i) Total of payments: \$42192.00 plus lease end purchase option, sales tax and other charges if vehicle purchased at lease end.

(ii) Term: 48 months

(iii) Monthly payment: \$879.00

(iv) First payment due: 5-18-05

C. Average retail value: \$33700*

Average trade-in value: \$29125*

*Values derived from NADA Official Trade-in Guide, April 2008

D. Delinquency status: Lease is past due from 2-17-08 to 3-17-08

Arrears: \$1,808.00 plus late charges and counsel fees

E. Statement of amount due

(i) Remaining lease payments: \$12306.00*

* remaining lease payments do not include lease end purchase option, sales tax, official fees, counsel fees or other charges if vehicle is purchased at lease end.

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4. Jaguar Credit demands stay relief for the following reasons:
- a. The debtor has failed to make lease payments and is failing to provide Jaguar Credit with adequate protection.

I CERTIFY THAT THE FOREGOING STATEMENTS MADE BY ME ARE TRUE. I AM AWARE THAT IF ANY OF THE FOREGOING STATEMENTS MADE BY ME ARE WILLFULLY FALSE, I AM SUBJECT TO PUNISHMENT.


BARBARA CODD



ANN M. BLOETSCHER
Notary Public Wayne County, Michigan
My Commission Expires July 27, 2011

1-800-945-7000 JAGUAR CREDIT		Pennsylvania Motor Vehicle Lease Agreement Lessee (and Co-Lessee) - Name and Address (including County): SHAPES LLC 1000 RIVER RD PHILADELPHIA, PA 19106 Lessee - Name and Address: PHILADELPHIA INSURED CREDIT COMPANY 635 LANCASTER AVENUE PHILADELPHIA, PA 19106		Lease Term: 36 MONTHS Mileage Limit: 10,000
CHS EAST LLC "Jaguar Credit" is Jaguar Credit. The "Holder" is CHS EAST LLC and its assignee. By signing "Yes" (Lessee and Co-Lessee) agree to lease this Vehicle according to the terms on the front and back of this lease.				
Vehicle Make/Model	Year/Make/Model	GVW (kg)	Vehicle Identification Number	Vehicle Use
NEW	2007 JAGUAR XJ		SAJMR79C338044976	PERSONAL
Amount Due At Lease Signing or Delivery (Estimated Sales Tax)	Monthly Payments	Other Charges (not part of Your monthly payment)		Total of Payments (The amount You will have paid by the end of the lease)
\$ 4,350.00	Your first monthly payment of \$ 875.00 is due on 05/18/08 , followed by 47 payments of \$ 875.00 on the 17th day of each month. The total of Your monthly payments is \$ 41,225.00	Disposition fee (if You do not purchase the Vehicle) \$395.00 Total \$395.00		\$ 45,750.00
* Breakdown of Amount Due at Lease Signing or Delivery Amounts Due At Lease Signing or Delivery: See the Amount Due At Lease Signing or Delivery will be paid: Capitalized cost reduction \$7,700.00 First monthly payment \$875.00 Refundable security deposit N/A Title fees \$5.00 Registration fees \$25.00 Acquisition Fee \$450.00 Doc Fee \$5.00 Title Tax \$5.00 License Taxes N/A Total \$ 4,350.00				
Your monthly payment is determined as shown below: Gross capitalized cost. The agreed upon value of the Vehicle (\$ 53,210.00) and any fees You pay over the lease term (such as service contracts, insurance, and any outstanding prior credit or lease balances) \$5,545.00 Capitalized cost reduction. The amount of any net trade-in allowance, rebate, cash credit, or cash that You pay that reduces the gross capitalized cost \$7,700.00 Adjusted capitalized cost. The amount used in calculating Your lease monthly payment \$55,755.00 Residual value. The value of the Vehicle at the end of the lease used in calculating Your lease monthly payment \$15,550.00 Depreciation and any amortized amounts. The amount charged for the Vehicle's decline in value through normal use and for other items paid over the lease term \$40,205.00 Rent charge. The amount charged in addition to the depreciation and any amortized amounts \$4,570.00 Total of lease monthly payments. The depreciation and any amortized amounts plus the rent charge \$44,775.00 Lease payments. The number of payments in Your lease 48 Base monthly payment \$933.00 Monthly sales / use tax N/A Personal Property N/A Total monthly payment \$933.00 Lease term in months 36				
Early Termination. You may have to pay a substantial charge if You end this lease early. The charge may be up to several thousand dollars. The actual charge will depend on when the lease is terminated. The earlier You end the lease, the greater this charge is likely to be.				
Excess Wear and Use. You may be charged for excessive wear based on our standards for normal use. At the scheduled end of the lease, unless You purchase the Vehicle, You must pay to Lessee 20 cents per mile for each mile in excess of 48,000 miles shown on the odometer. See items 3 and 7 on back for additional excess wear and use terms.				
Return Mileage Option Credit. At the scheduled end of this lease, You will receive a credit of \$1,000 cents per unused mile for the number of unused miles between 0 and 10,000 miles, less any amount You owe under this lease. You will not receive any credit if the Vehicle is damaged, if You terminate Your lease early, exercise any purchase option, are in default or the credit is less than \$1.00.				
Purchase Option at End of Lease Term. \$25,550.00 plus official fees and taxes in Your lease and purchase option price. You have the option to purchase the Vehicle from Lessee in cash for the purchase option price at the end of the lease term if You are not in default.				
Other Important Terms. See Your lease documents for additional information on early termination, purchase option and maintenance responsibilities, warranties, title and default charges, insurance, and any security interests, if applicable.				
WARRANTY The Vehicle is covered by any warranty, extended warranty or service contract indicated below: <input type="checkbox"/> Standard new Vehicle warranty provided by the manufacturer or distributor of the Vehicle. <input type="checkbox"/>		 JAGUAR CREDIT OFFICIAL FEES AND TAXES \$2,025.00 The estimated total amount You will pay for official and license fees, registration, title and taxes over the term of Your lease, whether included with Your monthly payments or assessed separately. The actual total of fees and taxes may be higher or lower depending on the tax rate in effect or the value of the leased property at the time a fee or tax is assessed.		
If the Vehicle is of a type normally used for personal use and the Lessee, or the Vehicle's manufacturer, extends a written warranty or service contract covering the Vehicle within 90 days from the date of this lease, You get implied warranties of merchantability and fitness for a particular purpose covering the Vehicle. Otherwise, You understand and agree that there are no such implied warranties, except as otherwise required by state law.		LESSOR SERVICES N/A (See item 2 on back) N/A LATE PAYMENTS You will pay a late charge on each payment that is not received within 10 days after it is due. The charge is 7.5% of the full amount of the scheduled payment or \$50.00, whichever is less.		
Agreed Upon Value of the Vehicle	Sales Tax and Other Applicable Taxes	License and Registration Fee	Extended Warranty and Service Contract	Lesser Services
\$ 53,210.00	\$ \$2,025.00	N/A	N/A	N/A
Acquisition Fee	Documentation Fee			Total Gross Capitalized Cost
N/A	N/A	N/A	N/A	\$ 55,755.00
SIGNATURES AND IMPORTANT NOTICES				
Modification: This lease sets forth all of the agreements of Lessee and You for the lease of the Vehicle. There is no other agreement. Any change in this lease must be in writing and signed by You and Jaguar Credit.				
Lessee	By		Title	
Co-Lessee	By		Title	
YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO BE BOUND BY THE ARBITRATION PROVISION ON THE REVERSE SIDE OF THIS CONTRACT.				
NOTICE: (1) Do not sign this lease before You read it or if it has any blank space to be filled in. (2) You have the right to get a filled-in copy of this lease. You state that You have been given a filled-in copy of this lease at the time You sign it and indicate an acknowledgment of this lease to the Lessor or Holder.				
Lessee	By		Title	
Co-Lessee	By		Title	
Lessee	By		Title	

JC 10006-P May 03
 Previous editions may NOT be used.
 PA

NOTICE: SEE OTHER SIDE FOR IMPORTANT INFORMATION

CERTIFICATE

PREFIX IDENTIFICATION NUMBER SUFFIX YEAR MAKE MODEL BODY TYPE
SAJWA 79C35 SG449 76 2005 JAG 4 DR.

TYPE OF TITLE DUPLICATE NO. DISPOSITION COLOR/PAINT DEALER ID AGENCY/POF FUEL
STANDARD 8 EBONY 2

PIR ISSUE DATE VIN REPLACEMENT MILEAGE STATUS
20.00 06-10-2005 500 A

13629 85193 03480
CAB EAST LLC
PO BOX 105704
ATLANTA GA 30348 5704

F-FLOOD B-SALVAGE
P-POLICE T-TAX
L-LEND LAW
A-ACTUAL MILEAGE
N NOT THE ACTUAL MILEAGE
M MILEAGE EXCEEDS THE
MECHANICAL LIMITS

NUMBER OF OWNERS 1

NUMBER OF LEASEHOLDERS

I, CHIEF ADMINISTRATOR OF THE MOTOR VEHICLE COMMISSION, OF THE STATE OF NEW JERSEY, DO HEREBY CERTIFY THAT EVIDENCE OF PURCHASE OF OWNERSHIP, IN COMPLIANCE WITH THE LAWS OF THE STATE OF NEW JERSEY, OF THE DESCRIBED ARTICLE HAS BEEN RECORDED AND FILED WITH ME, AND I DO HEREBY ISSUE THIS CERTIFICATE OF OWNERSHIP SUBJECT TO SECURITY AGREEMENT OR LIEN IF ANY AS STATED

CONTROL NUMBER 261052E

State of New Jersey
MOTOR VEHICLE COMMISSION

Charles P. Thompson
SIGNATURE



DATE

LIEN RELEASED BY

SIGNATURE _____

TITLE _____ DATE _____

LIEN RELEASED BY

SIGNATURE _____

TITLE _____ DATE _____

RB GU20051610041

NONRES-1 (7/5/04)

VOID IF ALTERED

HOLD TO LIGHT TO VIEW WATERMARK

HOLD TO LIGHT TO VIEW WATERMARK